

**BEFORE THE
MAHARSHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI**

COMPLAINT NO. CC006000000056461

Ajay Mitairam Maurya
Reena Ajay Maurya

..Complainants

Vs.

Goldstar Realtors
Amit Prakash Masalia
Prakash Rasiklal Masalia
Munir Abdul Latif Gazi
Salim Abdul Latif Gazi
Shirin Munir Gazi

..Respondents.

MahaRERA Regn. No. P990000006550

CORAM: Hon'ble Shri Madhav Kulkarni.

APPEARANCE :

Complainant :

Respondent :

**ORDER BELOW RECTIFICATION OF ERROR
(Dated 21.05.2019)**

1. The complainants seek rectification of the Order dated 25.04.2019 to change the relief granted from interest that has been directed to be paid on the amount paid to the respondents, to the ^urefund of total amount with interest.
2. It is alleged that in prayer sub-clause (d), the complainant had prayed for refund of amount of Rs.11,11,182/- with interest. The complainants were pressing this prayer but it was not allowed hence Order needs to be rectified.

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3. It may be noted that as per prayer clause no.45 of the complaint, sub-clause (a) ~~Hon'ble authority please be declare:~~

a) Hon'ble Authority be pleased to declare that respondents have breached the provisions of the RERA and be pleased to direct respondents to handover possession of flat bearing no.103 on the 1st floor of building no. 03 in the complex known as "Colours Discovery" admeasuring about 453.16 sq. ft. as represented by respondents via their e-mail dated 19.12.2016 by obtaining Occupation Certificate from the concerned authorities in accordance with law. In the alternative Hon'ble Authority be pleased to direct the respondent to buyback the suit flat from the complainant as per the current market rate.

b) Hon'ble Authority be pleased to direct the respondents to pay to the complainant interest @21% p.a. or as contemplated by this Hon'ble Authority as per the provisions of RERA on amount of Rs.10,39,682/- paid by the complaint from 19.02.2018 being the revised date of possession **(which itself is overstated)** as assured by the respondents till actual physical possession of the flat is handed over to the complainant by obtaining Occupation Certificate from the concerned authorities.

c) Hon'ble Authority be pleased to direct respondents to pay to the complainant interest @21% p.a. or as contemplated by this Hon'ble Authority as per the provisions of RERA on amount of Rs.71,500/- paid by the complainant from 19.02.2018 being the revised date of possession **(which itself is overstated)** as assured by the respondent till actual physical possession of the flat is handed over to the complainant by obtaining Occupation Certificate from the concerned authorities.

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- d) Hon'ble Authority be pleased to direct respondents to refund the amount Rs.11,11,182/- received by the complainant alongwith interest as granted by the authority from the date of receipt of the said payments.
- e) Hon'ble Authority be pleased to award compensation of Rs.2,00,000/- for causing mental torture and mental hardship the complainant on account of failure of the respondents to deliver the possession of the suit flat and on account of mental torture, mental agony and hardship faced by the complainant by the hands of respondents.
- f) That pending the hearing and final disposal of the above complaint Hon'ble Authority be pleased to grant injunction restraining the respondents, its partners, servants, representatives and/or any one claiming through them from creating third party rights in respect of the suit flat being flat No.103 on the 1st floor of building no.03 in the complex known as "Colours Discovery" admeasuring about 453.16 sq. ft, carpet area,
- g) Ad Interim relief in terms of prayer clause f.
- h) For cost of Rs.50,000/- towards prosecuting the above complaint be provided for.
- i) For such further and other reliefs as this Hon'ble Authority may deem fit and proper in the circumstances of the case.
4. It is clear that the main prayer of the complaint was for directions to handover possession of the flat. Clause (d) appear to have been also inserted but not as an alternative prayer. Any way since there is prayer for refund of the amount paid, Order needs to be rectified. I therefore, pass following order:

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ORDER

- a. Order clause 1 to be rectified as complainants are allowed to withdraw from the project and the respondents to pay amount with interest from the date of payments.
- b. No Order as to costs.

Mumbai

Date : 21.05.2019

M. S. 2019
(Madhav Kulkarni)
Adjudicating Officer
MahaRERA